

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Reclamation

MINIDOKA PROJECT - IDAHO

CONTRACT BETWEEN THE UNITED STATES OF AMERICA
and the
IDAHO POWER COMPANY

THIS CONTRACT made as of this 1st day of October, 1946, pursuant to the Act of June 17, 1902, 32 Stat. 386, and acts amendatory thereof and supplementary thereto, between THE UNITED STATES OF AMERICA, represented by the officer executing this contract, hereinafter referred to as the United States; and the IDAHO POWER COMPANY, a corporation organized under the laws of the State of Maine and authorized to do business in the State of Idaho, having its principal place of business at Boise, Idaho, hereinafter referred to as the Company;

WITNESSETH, That:

2. WHEREAS, the United States has approximately 433,000 acre-feet of reserved space in American Falls Reservoir and has surplus water available in that space;

3. WHEREAS, the Company and the United States have entered into various contracts defining the relative rights to storage in American Falls Reservoir, the principal contract being the one dated June 15, 1923, as amended by the contract of October 1, 1934; and

4. WHEREAS, the parties desire to enter into a temporary contract to make available to the Company surplus water available to the United States in its reserved space, and to provide for the release of such waters from American Falls Reservoir in a manner suited to the meeting of the Company's power system loads;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter stated, agree as follows:

5. The United States will make available from American Falls Reservoir during the period from October 1, 1946 through January 31, 1947, such amount of water, not to exceed 100,000 acre-feet, as the Superintendent of the Minniska Project (herein called the Project Superintendent) determines may properly be sold out of the water available to the United States by reason of its reserved space. The present expectation is that approximately 50,000 acre-feet of water can be made available, but the United States shall notify the Company in writing on or before November 15 as to the minimum amount that will be made available and as to the estimated maximum that may be available during the period above stated.

6. (a) For the purpose of assisting the Company in meeting its power system loads, the United States, during the period defined in (b) of this article, will release from and through American Falls Reservoir, as requested by the Company, such water as is available to the Company under its existing rights, such water as is to be made available to it under the provisions of article 5 of this contract, and such other water as the United States releases from or through American Falls Reservoir to satisfy valid appropriation rights below American Falls, subject to the following limitations:

(1) No water made available under article 5 of this contract will be released after January 31, 1947.

(2) Except in cases of emergency:--not more than four adjustments in the rate of release of water from American Falls Reservoir will be made at the request of the Company in any calendar day, and no adjustments will be made between the hours of 10 p.m. of one day and 7 a.m. of the succeeding day, Mountain Standard time. Whether an emergency exists will be determined by the Project Superintendent.

(3) The maximum release at any time at the request of the Company will be the flow that can be used effectively for power production at its American Falls power plant.

(4) No requested release will be made in such manner or at such times that, in the judgment of the Project Superintendent, might result in substantial injury to any of the facilities of the United States being operated in connection with the Minidoka Project.

(5) Rates of release of water from American Falls Reservoir may be controlled by the Project Superintendent from time to time during the period defined in (b) of this article, without regard to the Company's requests, when such control is requisite, in the judgment of the Project Superintendent, to prevent undue flood below American Falls Dam or to avoid unsatisfactory operating conditions with respect to any of the facilities of the Minidoka Project.

(b) The period during which releases as provided in (a) of this article 6 will be made begins October 1, 1946, and ends when the Project Superintendent notifies the Company that control of rates of release at American Falls Reservoir is being resumed in connection with irrigation operations, but in any event not later than April 15, 1947.

(c) Requests hereunder for adjustments in the rate of release will be made by the Company's Superintendent of Power or Chief Dispatcher, or the officer in charge of the American Falls plant. All requests shall be directed to the Project Superintendent through the Bureau's Reservoir Superintendent at American Falls and will be acted on when received by the Reservoir Superintendent, unless otherwise directed by the Project Superintendent. Oral requests shall be made only between the hours of 7 a.m. and 9 p.m. of any one day, and shall be confirmed in writing to the Project Superintendent at Burley, with copy to the Reservoir Superintendent at American Falls, within two (2) days of the date of the request. Within the limitations above stated, requests shall reach the Reservoir Superintendent not less than one (1) hour in advance of the time the adjustment is desired.

7. The making of releases of water hereunder as requested by the Company will result in fluctuations in flow in the river channel below American Falls Dam and also below Minidoka Dam. The Company shall hold the United States harmless from any claims by third parties arising as the result of such fluctuations.

8. (a) The Company shall pay for water made available to it as provided in article 5 hereof at the rate of ten cents (\$0.10) per acre-foot.

All water released at the request of the Company during the period from October 1, 1946 through January 31, 1947, in excess of the amount released to satisfy actual total diversions into all canals at Minidoka and Milner dams and the amount that the Company is entitled to have released during that period under its existing rights, shall be charged as water made available to it under article 5. For the purposes of this contract, the records of the United States Geological Survey shall be accepted in determining the actual diversions into the canals at Minidoka and Milner dams. The determination of the amount made available to the Company under article 5 will be made by the Project Superintendent. This determination shall be made promptly after January 31, 1947, and a statement thereof furnished to the Company at its principal office at Boise, Idaho. Payment for the water made available shall be made within thirty (30) days after the presentation of such statement.

(b) The Company shall pay at the rate of five dollars (\$5.00) for each adjustment of the rate of release at American Falls Dam made at its request under this contract, unless the adjustment requested results in expenses substantially in excess of that amount. In the latter event the Company shall pay also such additional expenses, as determined by the Project Superintendent; provided, that, whenever it appears to the Project Superintendent that such additional expenses are likely to be incurred in a requested adjustment, he shall inform the Company thereof before proceeding to make the adjustment. A bill covering the adjustments and any such additional expenses for each month will be presented to the Company immediately following the close of each month, and payment thereof shall be made on or

before the first of the month following that in which the bill is presented.

(c) Any amounts due under this contract which are not paid when due shall bear interest at the rate of six per cent (6%) per annum from the date of delinquency.

(d) Payments hereunder shall be made to the Project Superintendent at Burley, Idaho, by checks made payable to the Treasurer of the United States.

9. This contract is a temporary one, the special release provisions to be effective only during the period defined in (b) of article 6 above. This contract is intended only to be supplemental to existing contracts between the United States and the Company, and is not to be construed in anywise as altering, amending or interpreting any existing contract between the parties or any of their respective rights.

10. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

THE UNITED STATES OF AMERICA

By Paul I. Howell
Regional Director, Region 1,
Bureau of Reclamation,
Boise, Idaho.

IDaho POWER COMPANY

ATTEST:

By O. F. Strick
President

A. G. Jones
Secretary

(Seal)

RESOLUTION

RESOLVED that the officers of this Company shall have such powers, duties and authority as usually pertain to their offices respectively, including the power and authority of the President, Vice-President, General Manager or Assistant General Manager of the Company to execute, for and on behalf of this Company, all contracts and agreements for the supplying of electric service by the Company and all matters incidental thereto; provided, that all contracts and agreements for the supplying of electric service, and matters incidental thereto, may be executed for and on behalf of this Company by a Division Manager of the Company.

STATE OF IDAHO

COUNTY OF ADA

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I, A. C. IMMAN, do hereby certify that I am the Secretary of Idaho Power Company; that the above and foregoing is a true, full and correct copy of a resolution unanimously passed and adopted by the Board of Directors of said Company at a regular meeting of said Board held at Boise, Idaho, on Thursday, the 11th day of April, 1946, at which meeting more than a quorum of Directors were present and voting throughout the meeting and at the time of the passage and adoption of said resolution; that the said resolution has never been modified or rescinded, and the same is in full force and effect as of the date of this certificate.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of said Company this 10th day of January, 1947.

A. C. Imman

(CORPORATE SEAL)